

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF WICHITA, KANSAS**



**and**

**Teamsters Union Local 795 (Airport)  
Wichita, Kansas**



**This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the City or Employer, and Teamsters Union Local 795 (Airport), hereinafter referred to as the Union.**

**DATE EFFECTIVE: December 26, 2009**

**DATE ENDING: December 23, 2011**

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN:

THE CITY OF WICHITA, KANSAS

AND

TEAMSTERS UNION LOCAL 795 (AIRPORT)

WICHITA, KANSAS

This Memorandum of Agreement ("Agreement") is entered into by and between the City of Wichita, Kansas ("City") and Teamsters Union Local 795, affiliated with the International Brotherhood of Teamsters ("Union").

This Agreement is for a term:

Beginning December 26, 2009 and

Ending December 23, 2011

**ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**

1. Recognition and Bargaining Unit. The City recognizes the Union as the representative, as defined by the Public Employer-Employee Relations Act ("Act") and to the extent provided below, of all employees of the Airport Safety Division who are in the following bargaining unit:

Included: All full time and regular part time Airport Police and Fire Officers II, and Airport Police and Fire Officers I.

Excluded: Director of Airports, Director of Airport Operations, Chief of Airport Public Safety, Deputy Chief of Airport Public Safety, Airport Public Safety Supervisors (Shift Captains), Assistant Airport Public Safety Supervisors (Shift Lieutenants), and all other employees not specifically included;

to the extent the City has been granted control over such employees by the Wichita Airport Authority, as recognized and determined by the Kansas Supreme Court in Case No. 74,216 and certified by the Kansas Public Employee Relations Board in Case No. 75-UDC-1-1992 by Order dated December 24, 1996.

2. Employee. Whenever the term “employee” appears in this Agreement, it refers only to those employees included in the above bargaining unit, and for the employment matters covered by this Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. The Union acknowledges that the City and its management have certain exclusive statutory rights and responsibilities which they may not surrender and except as expressly provided otherwise by this Agreement or by law, the City shall retain its rights to make, amend or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities. Nothing in this Agreement shall circumscribe or modify the existing statutory right of the City to:

1. The right to determine the services and level of services to be offered by the City of Wichita Kansas.
2. The right to establish or continue policies, practices and procedures for the conduct of operation of the City and from time to time change or abolish such policies, practices or procedures.
3. The right to determine and from time to time re-determine the types of operations, methods and processes to be employed.
4. The right to discontinue processes or operations or to discontinue their performance by employees of the City.
5. The right to determine the number and types of employees required.
6. The right to assign work to such employees in accordance with requirements determined by the employer.
7. The right to establish and change work schedules and assignments.
8. The right to schedule and assign overtime as determined necessary.
9. The right to transfer, promote or demote employees.
10. The right to lay off, terminate, or otherwise relieve employees for lack of work or other legitimate reasons.
11. The right to determine the fact of lack of work.
12. The right to discipline for proper cause.

13. The right to take such measures as the employer may determine necessary for orderly and efficient operation of the public service.

B. The above rights, responsibilities and prerogatives are inherent in the City of Wichita and its management by virtue of the statutes of the State of Kansas and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

### **ARTICLE 3 – EMPLOYEE RIGHTS**

Employees shall have certain inherent rights as individuals which shall include, among other things, the right to form, join and participate in the activities of the Union of their own choosing. Employees shall also have the right to refuse to join or participate in activities of any Union. It is the right of an employee to seek relief to any problem as specified in the grievance procedure and the filing of a grievance shall not adversely affect the employee filing the grievance.

### **ARTICLE 4 – NO STRIKE OR LOCKOUT**

Section 1: The Union agrees that neither it nor any of the employees in the bargaining unit will collectively or individually authorize, cause, ratify, condone, aid, take part in, render assistance to or support any strike, slowdown, work stoppage, sit-down, sympathy strike, boycott, picketing, or other interruption or interference of any operations, facilities, work or obligations of the City or the Wichita Airport. The term “strike” as used herein is defined by State law (K.S.A. 75-4322) as being the “an action taken for the purpose of coercing a change in the conditions, rights, privileges, or obligations of employment through the failure by concerted action with others to report for duty or to work at usual capability in the performance of the normal duties of employment.” The Union shall make a good effort to discourage conduct described in this Article.

Section 2: Any employee covered by this Agreement who participates in any activity prohibited by this Article may be discharged or suspended at the sole option of his or her employer, without recourse to the Grievance and Arbitration Procedure.

Section 3: The City shall not institute any lockout as defined by K.S.A. 75-4322(s) during the term of this Agreement.

Section 4: If it is necessary for any employee to cross picket line at any business in the furtherance of the employee’s duties, adequate provisions shall be taken by the City to ensure the employee’s safety, when necessary.

## **ARTICLE 5 – NON-DISCRIMINATION**

The City and the Union agree not to discriminate unlawfully against any employee because of race, color, religion, sex, national origin, ancestry, age, disability, veteran status, marital status, or any other unlawful reason.

If any grievance is filed alleging a violation of this Article, and a complaint is also filed with any board, agency or court with concurrent jurisdiction concerning the same incident, the grievance shall be held in abeyance until the other board, agency or court has rendered its final decision. Regardless of the stage of proceedings in the grievance procedure, any responsive filing must be made within ten (10) calendar days of receipt by the employee of the decision of said other board, agency or court.

If the complaint is the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the grievance procedure, any responsive filing must be made within five working days of the receipt by the union of the decision of the Public Relations Board. Nothing in this article shall relieve the employee or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

## **ARTICLE 6 – UNION STEWARDS**

1. The employer recognizes the right of the Union to designate not to exceed three Union stewards, up to one for each shift.

2. The authority of Union stewards designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information
  - 1. have been reduced to writing, or
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to work, or any other interference with the employer's business.

3. The Union stewards shall not absent themselves from their place of work to attend to Union business and grievance matters without permission of their immediate supervisor. Requests for time to handle Union business matters shall be granted at the discretion of the department director or his/her designated representative. Such permission shall not be unreasonably withheld. Stewards may be granted up to two (2) 30 minute periods per month to attend to Union business matters as approved by the department director. The 30 minutes shall be used at the end of the shift unless the department director grants another time. Meetings shall occur within the Airport Public Safety Building which allows response to emergency conditions. When a steward is required to attend formal grievance hearings, the time shall not be assessed against the above-mentioned periods.

4. Employees engaged in grievance hearings during their actual working time will be eligible to receive time off from work with pay for the grievance hearing.

5. One (1) negotiating representative of the bargaining unit will be eligible to receive time off for the sole purpose of negotiations as approved by the department director or his/her designated representative. This time off will be limited to the actual meeting time on the days when both negotiating teams are in session or caucus, and the time off will be with pay for those negotiation sessions which occur at a time when the employee is scheduled to work, with the total hours paid not to exceed fifty (50).

6. The right to grant time off for Union business is the right of management. The department director or his/her designated representative of the employee requesting time off will decide if time off from work should or should not be granted, predicated on the provisions set forth in this Article and the requirements of the Airport, and the grant of time off may be rescinded if required by the circumstances.

## **ARTICLE 7 – PAYROLL DEDUCTION**

A. The City agrees that whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Human Resources Department, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

1. Donations to the Friendship Fund.
2. Premiums for employee health and life insurance benefits.
3. Deductions to the Wichita Federal Credit Union
4. Union Dues
5. Deferred Compensation



B. Any such authorized deduction shall become effective the pay period following the filing of the authorization form. If any employee wishes to withdraw from any deduction, the employee shall obtain a revocation card in accordance with the procedures established hereunder by the Human Resources Department. Such withdrawal shall become effective the pay period following the filing of the revocation card, with the exception of the deferred compensation requirements which may be different depending upon regulations.

C. The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City due to any action taken or not taken by the City in good faith under the provisions of this Article. In no event shall the City be liable for any damages concerning the Union dues of employees other than the collection and forwarding of dues that are duly authorized by the employee.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

1. A grievance is defined as any dispute involving the application or alleged violation of any provision of this agreement other than as stated herein. A Workday is defined as Monday through Friday, excluding holidays. The grievance procedures shall not apply to discipline referred to as a letter of counseling or verbal warnings.

2. Any grievance as defined by Section 1 of this Article shall be settled in the following manner:

- (a) The grievance shall be taken in writing to the employee's Division Director within (10) work days after the grievance occurs by the aggrieved employee and/or the union representative. The Division Director will render a decision within ten (10) work days.
- (b) If the employee is not satisfied with the decision of the Division Director, the employee and/or the union representative may appeal the grievance in writing delivered to the Department Director within five (5) work days from the date of receipt of the action by the Division Director. The Department Director will render a decision within ten (10) work days.
- (c) If the employee is not satisfied with the decision of the Department Director, the employee and/or the union representative may appeal the grievance by a signed letter delivered to the Employee Relations Officer within five (5) work days of the completion of step (b). The Employee Relations Officer shall require of the Department Director a letter to the Employee Relations Officer setting forth specific reason for the decision made by the Department Director.

- (d) The Employee Relations Officer shall, within fifteen (15) work days after receipt of the appeal letter from the employee, contact the employee organization, the employee and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the Union, and the Human Resources Director within fifteen (15) work days of the receipt of the employee's original letter. Upon verbal request of the ERO a five (5) day extension of the time limit may be granted.
- (e) If the grievant is not satisfied with the Employee Relations Officer's finding, the grievant may within ten (10) work days appeal the grievance to the Grievance Board. The Grievance Board shall consist of one person selected by the Union and one person selected by the City. The Employee Relations Officer and the Union Business Agent shall select a third person to act as chairperson. Any costs for the services of the chairperson shall be shared equally by the Union and the City.
- (i) The purpose of the Grievance Board shall be to:
- a. Investigate and determine facts;
  - b. Recommend settlement of the grievance consistent with the facts and the terms of the contract.
- (ii) The Employee Relations Officer shall act as secretary to the Board, and shall handle all correspondence. The Board shall draw all necessary rules and regulations for conduction its fact-finding hearings. The rules and regulations shall provide for the grievant and the City to:
- present evidence supporting their position;
  - call witnesses;
  - cross-examine witnesses;
  - be represented by counsel at the hearing;
  - provide for a record of the hearing.
- Said rules and regulations shall be reviewed and approved by the Union and management. The recommendation of the Board shall be forwarded to the City Manager within ten (10) work days of the conclusion of the hearing.
- (f) The City Manager shall render a decision within ten (10) work days of receipt of the Grievance Board recommendation and his/her decision is final. In the event the City Manager reverses the recommendation of the

Grievance Board, the reason(s) and finding(s) will be provided to the grievant in writing.

- (g) When a matter subject to the grievance procedure has been grieved, and is then the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the grievance procedure, any responsive filing must be made within five working days of the receipt by the union of the decision of the Public Employee Relations Board. Nothing in this article shall relieve the employee or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

## **ARTICLE 9 – COMPENSATION POLICY**

A. A pay plan shall be provided for all employees in the classified service. The pay plan consists of a salary range for each position. Current salary ranges are attached as Exhibit A. Upon successful completion of law enforcement training and with satisfactory performance, employees with Airport Police and Fire Officer I classification shall be moved to Airport Police and Fire Officer II classification.

B. Longevity Pay. In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed 6 years total accumulative service with the City. The monthly amount of this pay shall be \$2.00 per month times the employee's total years accumulative service with the City. For employees who have completed eleven (11) years total accumulative service with the City the amount shall be \$5.00 per month times the employee's total accumulative service with the City. Rehired employees drawing retirement benefits from any retirement plan of the City of Wichita shall be considered new employees and shall receive no credit toward longevity pay, vacation or sick leave for service prior to their retirement.

Rehired employees with prior creditable service will earn longevity pay based on their adjusted start-work date after completion of two years of service.

C. Any time an employee is off duty and is required to be available for duty, the employee is on standby status. While on standby, the employee is required to remain continuously available through communication with the department by telephone, pager or radio. Employees on standby will be compensated at the rate of \$.50 per hour. If an

employee is required to report for duty, standby pay of \$.50 per hour will be discontinued during hours actually worked or compensated for.

D. Each employee working a 24-hour shift shall be granted 4 Kelly Days with pay per year. Said Kelly Days shall be scheduled at the convenience of the Airport so as to maintain proper scheduling and shall be scheduled at 1 Kelly Day per quarter. A Kelly Day shall consist of one full 24-hour shift.

E. The employer agrees that in the event of a call back to work under department policy, because of an emergency, those employees shall receive time and one-half for all time worked with a minimum of 2 hours pay. Any employee called back within two hours prior to the start of their regular shift shall be paid for actual time worked prior to the start of their shift.

F. Employees required to appear for a job-related deposition, trial, court, other legal proceedings, or job required off duty training, during their off duty time shall be paid a minimum of 2 hours pay (40 hour personnel) or 3 hours pay (56 hour personnel), so long as the legal matter is a criminal or civil proceeding involving the city of Wichita, Kansas.

G. **Date of Pay.** Employees will be paid on a bi-weekly basis for all regular and constant staffing hour except overtime worked, including emergency call back hours, in that pay period. Payday shall be on a Friday following the regularly scheduled (2) week pay period. Overtime will be paid at the end of the 27-day pay period.

H. Payment shall be made to all employees prior to the end of the shift on payday. An employee who is separated or whose services are terminated may receive pay only on the next established payday

I. A 27-day work period is established for employees engaged in airport police and fire activities who are required to work a 24-hour shift. Overtime pay at the rate of time and one-half of the regular rate of pay, is mandatory for all hours worked over 165, during each 27-day work period for nonexempt employees. Leaves, excluding injury leave, will not be included in computing the 165 hours worked, even though the leave may have been paid leave.

J. Airport Police and Fire Officers will receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.

K. **Premium Pay.** In recognition that there may be situations whereby the Airport Department makes available off-duty volunteer Wichita Airport Police and Fire Officers for the use and benefit of another agency, and the Airport Department is reimbursed for expenses associated with an Airport Police and Fire Officer working a

“special duty”, a Premium Pay for such duty may be provided. This Premium Pay rate shall be:

TSA	\$27.10, or the employee’s overtime rate (the rate of time and one-half of the regular rate-of-pay for each individual at his or her current pay step), whichever is higher.
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Aircraft Manufacturing Companies	The rate of time and one-half of the regular rate-of-pay for each individual at his or her current pay step.
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Such “special duty” includes, but shall not be limited to, the business arrangement between the Airport Department and the Transportation Security Administration (TSA), in which the Airport agrees to provide off-duty Wichita Airport Police and Fire Officers to and for the benefit of the TSA at the terminal security screening area, and the Airport Department is reimbursed by the TSA for such “special duty”. “Special duty” may also include but shall not be limited to, the business arrangement between the Airport Department and aircraft manufacturing companies, in which the Airport Department may agree to provide off-duty Wichita Airport Police and Fire Officers to and for the benefit of such companies for the purpose of providing fire protection services, and the Airport Department is reimbursed by the company for such “special duty”.

The union, employees and employer understand and agree that Premium Pay is for services provided outside of specified work periods and that this Premium Pay is not to be calculated as part of the regular hourly rate as permitted 29 U.S.C. 207 (e) and the applicable regulations. The union and employees understand that the employer has the right, and the present intention, to fold the T.S.A. Checkpoint duty into the normal/regular duties to be performed by those Airport Police and Fire Officers who are working their normal/regular assigned shift during the work period. When working TSA or other “special duties” during an assigned shift, Premium Pay will not be paid.

These rates may be periodically adjusted or amended between the Airport Department and other agencies for the provision of such “special duty” with a four hour minimum guarantee. (The four hour minimum does not apply to TSA work.)

The Airport Department Director reserves the right (“management right”) to make the sole determination of whether or not to engage or enter into any third-party business arrangements and the reimbursement or fees and charges terms therein. The Director further reserves the right to apply the Premium Pay.

This Agreement shall not have the effect of forcing the Airport Department to pay Premium Pay in the event that an agreement with TSA is terminated or expires. The Airport Department Director reserves the right to make the sole determination of whether or not to enter any such agreements.

L. Education Pay. Employees of the bargaining unit shall receive educational pay of \$50.00 per month for a baccalaureate degree and \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by The Kansas Board of Regents and certified as eligible by the Human Resources Department. Employees of the bargaining unit are not eligible for tuition reimbursement.

M. Mandatory Overtime. Any Officer ordered to work shift overtime shall be determined by seniority, the least senior Officer on shift shall be the Officer required to work. No Officer shall be required to work more than 56 hours straight.

## **ARTICLE 10 – INSURANCE AND RETIREMENT**

1. Insurance. The City will extend to all employee groups the same health insurance program(s) available to all full-time City employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of health insurance costs of the lowest health insurance plan offered by the City and additional costs of any other health plan the employee group selects.

Participation in the health insurance program is optional with each employee.

2. Life Insurance. The City agrees to provide life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand (up to a maximum of \$150,000). The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

3. Retirement Plan. Full-time employees shall come under the retirement system as set forth by the applicable City of Wichita ordinance. Union employees agree to be bound by any and all changes in the retirement system that are approved by the majority vote of all employees covered by the system.

## **ARTICLE 11 – PROBATION**

A. The probationary period shall be twelve (12) months for new employees. The probationary period begins upon first day work after being appointed as an Airport Police and Fire Officer. The probationary period may be extended by the City for the length of time an employee has been injured on or off the job or had a serious illness and missed more than two (2) weeks of work. This extension of the probationary period shall not exceed sixty (60) calendar days and the employee shall be informed in writing concerning the extension of the probationary period.

B. An employee may be released at any time during the employee's probationary period, without cause and without recourse.

## ARTICLE 12 – INJURY LEAVE

1. Full-time employees injured while performing their assigned duties may receive full salary for the first 90 consecutive days from the initial date of the injury; probationary employees will be paid in accordance with provisions set forth by State Statute. In no event will the employee be permitted to receive an amount greater than regular pay.

2. Injury leave of more than 90 consecutive days shall be handled in accordance with the provisions of the Workers' Compensation Act and employees shall use accrued sick leave and vacation leave to supplement Workers Compensation to allow employees to receive a check equivalent to their normal take-home pay. Benefits are not accrued on the portion of Workers' Compensation received. In the event all sick leave and vacation days are taken, the employee will then be paid according to the terms set forth in the workers' Compensation Act until the employee is released to return to work.

3. Employees on long-term injury leave will not receive merit increases. The advancement date will be adjusted by the length of time the employee is on injury leave.

4. Heart and lung disease may only be considered as an injury when it can be attributed to an act of duty which cause is in the nature of a traumatic experience.

Note: Traumatic experience is defined as an experience above and beyond the normal call of duty that causes the injury resulting in heart or lung disease.

5. Recurring Injury Leave. Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave related to a previous injury is required after one year (365 days) from date of release by the physician and return to work, such leave will be treated as a new injury.

6. Official Certified Appointed Physician. The Risk Manager will provide department heads, division heads and the Union with name of the doctors appointed to handle cases coming under the Workers' Compensation Act.

An employee who sustains and injury while on the job shall first obtain permission from the employee's supervisor (which permission shall not unreasonably be withheld) before consulting or obtaining treatment for such injury from a physician, whether such physician is City appointed or the employee's personal physician. Worker's Compensation requires notification of the employer within ten (10) days of the injury.

In the event of a life-threatening injury, 911 should be called to dispatch emergency medical personnel to treat and transport the injured employee to the nearest approved medical facility.

7. Use of Unauthorized Physician. The City is not responsible or liable for any physician's bill for consultation or treatment of injuries which an employee sustains while the employee is not on the job.

If an employee on injury leave desires a second opinion, the employee may obtain a second opinion subject to the limitations of the Workers Compensation Act. Prior approval of the Workers Compensation Administrator is required. If the employee fails to obtain the Workers Compensation administrator's permission, the City shall not be liable or responsible to pay the physician's bill.

Nothing herein shall be construed to negate the provisions of the Kansas Workers' Compensation Act.

### **ARTICLE 13 – SICK LEAVE WITH PAY**

1. Sick Leave. (For employees who work a 24-hour shift)
  - A. **Accrual.** Upon appointment to the position, employees shall accrue sick leave at the rate of 90 hours per year for the first five years of creditable service. Beginning year six and through year fifteen of creditable service, sick leave will be accrued at the rate of 180 hours per year. Beginning year sixteen of creditable service sick leave will be accrued at the rate of 210 hours per year (14 days per year). A day for sick leave accrual is 15 hours.
  - B. **Sick Leave Use.** Sick leave may be used for absences from work due to personal illness, off-the-job injury, dependent illness including paternity leave, and enforced quarantine.
    1. **Dependent Illness.** Sick leave may be used for illness of members of the employee's dependent family. Dependent family is defined as spouse, parent, children (including stepchildren). In addition, it includes any relative living in the employee's home. In no event may the employee charge in excess of seventy-two (72) hours per payroll year for dependent illness.
    2. **Enforced quarantine** in accordance with community health regulations.
    3. **A probationary employee** will not be paid for accrued sick leave used during the first six months of service. Payment for sick



leave for other than probationary employees is in accordance with established policies previously defined. The accumulation of sick leave is unlimited.

- C. **Maternity Leave.** A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date such leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the employee's physician. Maternity leave shall be charged against accrued sick leave, and the department director or the Human Resources Director may require the employee to be examined by a physician of the City's choice. If maternity leave extends beyond the employee's accrued sick leave, leave may be granted in accordance with policies governing sick leave without pay.
- D. **Sick Leave and Other Benefits.** An employee shall not be eligible for sick leave without pay until the employee has exhausted all regular sick leave and vacation leave, provided the maximum sick leave without pay shall not exceed 60 calendar days. If an employee has used all vacation leave on account of sickness, the department director may grant a leave of absence without pay as provided in Article 14.

2. **Well Day.** An additional day of leave (8 hours for 40 hour, 5 days per week employees, or 10 hours for 40 hour, 4 days per week employees and 24 hours for 24 hour shift employees) shall be granted to an employee who has completed the payroll year as a full-time employee and who has not used more than 24 hours (for a 40 hour employee) or 36 hours (for a 24 hour employee) of sick leave in the preceding payroll year. Any employee who completed the previous payroll as a fulltime employee and who did not use any sick leave during the payroll year will receive one additional day of leave 8 hours or 10 hours for 40 hour week employees and 24 hours for 24 hour employees. Well day leave must be taken in increments of not less than one hour with prior approval of the immediate supervisor in accordance with the Airport Public Safety Department rules. Well day leave is granted the second pay period following the payroll year, is non-cumulative and is not charged against any leave accumulation.

3. **Reporting Sick Leave**

- A. Prior to the employee's scheduled time to report for duty, the employee must notify the employee's immediate superior by telephone or messenger that the employee will not work that day.
- B. Upon return to work the employee must file a Sick and Off-Duty Injury Report stating the reasons for the absence. The Sick Report

Form must be investigated and approved by the department and division head before being charged to sick leave.

- C. The Physicians Report Section of the Sick and Off-Duty Injury Report must be submitted when the leave extends beyond five (5) consecutive calendar days (60 hours) or can be required if an employee has 72 consecutive hours. A supervisor may request an employee to provide a Physician's Report if the employee has used less than 72 hours of sick leave in a calendar year if there is a pattern of undocumented sick leave use or any abuse that substantiates such a request. Employees are required to keep their supervisor apprised of their progress and anticipated return to work. When an employee have been on sick leave for ten (10) work days, the employee may be required to be examined by a physician the City designates at the City's expense.

4. Copies of any forms required under this provision or any other provisions of this contract will be furnished to the Union by the City.

#### **ARTICLE 14 – LEAVE WITHOUT PAY**

1. If an employee has exhausted all regular sick leave and all accrued vacation leave, the employee may be granted sick leave without pay, upon approval of the department director, for a period not to exceed sixty (60) calendar days. The sixty-day period may be extended by the City Manager upon recommendation of the department director.

The procedure for reporting sick leave without pay is the same as for reporting sick leave with pay.

2. Other Leaves Of Absence Without Pay. The City may grant leaves of absence without pay of up to sixty (60) calendar days, upon approval of the department director. However, this period may be extended by the City on the recommendation of the department director. Leave of absence without pay will not be granted until all vacation leave has been exhausted.

Requests for leave for personal reasons shall be submitted in writing to the division or department director, stating reasons for the request, the date the leave shall begin and the probable date of return.

Requests for leave under the Family and Medical Leave Act should be made to the employee's immediate supervisor at least 30 calendar days prior to the commencement of the leave, or as soon as practical/possible in the case of unplanned emergencies. Application forms are available in the Human Resources Department.

## **ARTICLE 15 – CIVIL LEAVE**

1. Upon receipt of an order requiring the employee to report for Jury Duty, the order will be shown to the immediate supervisor.
2. Pay received by an employee for Jury Duty will be turned in to the city Treasurer's Office. An employee will not be required to return money that is received as reimbursement for travel and meals while serving on Jury Duty.
3. An employee is not required to return money received for Jury Duty or being a subpoenaed witness when performed on a regular day off, or on Vacation, Personal Holiday, or Well Day Leave. Employees are expected to return to work on scheduled work days after being released from jury duty.
4. On receipt of an order requiring an employee to make a court appearance, arrangements must be made by the employee with his/her supervisor to get permission to comply with the order.
5. Employees appearing in an official capacity for the City of Wichita or appearing as an expert witness for the City of Wichita will be on leave of absence with pay. Pay received from the court will be turned in to the City Treasurer's Office.
6. If an employee is involved in a personal court case, either as plaintiff, defendant, or subpoenaed as a witness, not involving employment with the City or a proceeding where the employee is a defendant in a criminal action or a plaintiff in a civil action against the City of Wichita, he/she may be granted leave, but the time taken off must be charged either to Vacation, Personal Holiday, or Well Day Leave.
7. An employee's supervisor may grant an employee time off to vote only if his/her work hours on election day make it impossible to vote without leave time.

## **ARTICLE 16 – EMERGENCY LEAVE**

A. In the event of a death in an employee's immediate family, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days (48 hours for 24 hour employees) within the two week period immediately following the death of an immediate family member for the purpose of attending the funeral. Immediate family member is defined as an employee's spouse, children, step-children, parents, stepparents, state approved foster child, or any relative living in the employee's home. For the death of a father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, daughter-in-law or, son-in-law, the employee may be allowed a leave of absence up to a maximum of three (3) work days (36 hours for 24 hour employees) to be taken within a two week period immediately following the death of any of these person. This leave must be approved by the department director and is not charged against any

leave accumulation. The Department Director has the right to request proof of relationship and attendance at the funeral.

B. An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify his/her office or immediate supervisor.

## **ARTICLE 17 – VACATION LEAVE**

1. City employees earn vacation on the basis of credited service in accordance with the following:

- A. All full-time employees earn vacation benefits.
- B. Vacation leave will be earned on hours in pay status, exclusive of overtime, and will be calculated at the time the payroll is processed.
- C. Base hours for computing vacation leave are 2912 per year for employees in the bargaining unit.
- D. The rate at which vacation leave is earned is determined by the start-work date or adjusted start-work date.
- E. Employees with prior creditable service are not eligible to earn vacation leave based on their adjusted start-work date until after completion of two years service.
- F. Vacation leave may not be taken in advance of vacation earned, nor prior to completion of the probationary period. Employees must have satisfactorily completed their probationary appointment and have been removed from probationary status before being eligible to take vacation or being paid for terminal vacation.
- G. Vacation leave for bargaining unit employees who work a 24-hour work shift is accrued at approximately the following rate:

<u>Years of Service</u>	<u>15 Hour Days Earned Per Year</u>
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All Employees:

Less than 5	12
5, 6, 7, 8, 9	15
10, 11, 12, 13, 14	17
15	18
16, 17, 18, 19	20
20	21
21	24
22 or more	25

- H. An employee who goes on military leave for extended-active duty, or is terminated will be paid for any unused vacation leave. Employees on military leave may choose to leave their unused vacation leave until they return to work or be paid for the accrued vacation at the time they start military leave. Employees must complete their probationary appointment to be eligible to receive terminal vacation pay.
- I. Vacation leave is scheduled in the department according to the policies established by the department director. Vacation may not be taken in excess of the hours appearing on the payroll stub. Vacation leave may be taken in thirty-minute increments by employees, unless precluded by department policy.
- J. Employees who have retired under either retirement system and who are re-employed will not receive credit for any prior service toward longevity vacation. The date of re-employment will serve as the date for computing longevity vacation.
- K. Employees are allowed to accumulate and carry forward each year only up to a total of 360 hours of vacation leave. Employees will be required to use or lose vacation accrued in excess of 360 hours before the end of the pay period in which their anniversary date occurs.

## **ARTICLE 18 – HOLIDAYS**

A. Employees of the City of Wichita in the bargaining unit and represented by the Union, shall receive holidays with pay for all legal holidays observed by the City. The City has adopted the federal long weekend plan and observes Martin Luther King, Jr. birthday holiday on the third (3<sup>rd</sup>) Monday in January; Presidents' Day on the third (3<sup>rd</sup>) Monday in February. Memorial Day will be observed on the last Monday in May.

B. Legal Holidays Observed

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Personal Holiday*	

\*Personal Holiday may not be taken until completion of six months of service. For 2010 a personal holiday is 15 hours. For 2011 a personal holiday is 17 hours.

C. Working Holidays

An employee on a 24-hour shift will receive, in addition to regular pay for time worked, an amount of pay equal to 15 hours times the equivalent hourly rate of the employee's salary as holiday pay. Employees who are off on the holiday will receive 15 hours times the equivalent hourly rate of the employee's salary as holiday pay.

For all holidays on or after November 24, 2010, in addition to regular pay for time worked, an employee will receive an amount of pay equal to 17 hours times the equivalent hourly rate of the employee's salary as holiday pay. Employees who are off on the holiday will receive 17 hours times the equivalent hourly rate of the employee's salary as holiday pay.

## **ARTICLE 19 – MILITARY LEAVE**

Requests for military leave will be handled in accordance with the applicable law, Title 38, U.S. Code 2021 et seq.

## **ARTICLE 20 – FAMILY AND MEDICAL LEAVE**

The City and the Union agree to comply with the provisions of the federal Family and Medical Leave Act. The exact provisions concerning the leave would be those outlined in the City's Administrative Personnel Policy and Procedure Manual.

## **ARTICLE 21 – INTERPRETIVE PROVISIONS**

Section 1: It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should any part of this Agreement be declared in conflict with any applicable law, judicial decision, rule or regulations, or are held invalid by a court of competent jurisdiction, such part shall be null and void, but

the rest and remainder of this Agreement shall not be affected and shall remain in full force and effect, and the parties shall enter into negotiations for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Section 2: All practices and conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to applicable charter, ordinances, rules and regulations or policies of the City or the Wichita Airport Authority.

## **ARTICLE 22 – SUBSTANCE TESTING**

All employees shall be subject to random drug and alcohol testing according to the City of Wichita non-DOT safety sensitive drug and alcohol testing policy.

## **ARTICLE 23 – TEAMSTER PIN**

Members of the Local Union shall be allowed to wear the Union lapel pin approved by the Union and the City. The Airport Chief will determine where on the uniform the pin may be worn.

## **ARTICLE 24 – DURATION AND TERMINATION**

Section 1: This Agreement shall take effect as of December 26, 2009 and continue in full force and effect through December 23, 2011. By mutual agreement between the parties, any provisions of this Agreement may be opened for change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this Agreement, and when ratified by the parties shall constitute a change in policy.

Section 2: Subject to the provisions of the Act, meet and confer proceedings for 2012 shall commence on or before July 1, 2011, the parties mutually agree to commence meeting at a different date.

IN WITNESS WHEREOF THE CITY and THE UNION have hereunto set their hands this \_\_\_\_\_

For the City of Wichita

For Teamsters Union Local 795

\_\_\_\_\_  
Robert Layton, City Manager

\_\_\_\_\_  
Terry Constant, Business Representative

\_\_\_\_\_  
Carl Brewer, Mayor

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APPROVED AS TO FORM:

Attest:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

\_\_\_\_\_  
Karen Sublett, City Clerk